

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**KAREN SNYDER, CHERYL  
ROBINSON-KELLY, BARBARA  
FREDERICI and KIMBERLY NIEDRIST,  
Individually and on Behalf of All  
Others Similarly Situated**

**v.**

**HOLY REDEEMER HEALTH SYSTEM,  
d/b/a HOLY REDEEMER HOSPITAL,  
THE HOLY REDEEMER HEALTH  
SYSTEM PENSION PLAN COMMITTEE  
and DOE DEFENDANTS 1-20**

**CIVIL ACTION**

**NO. 17-960**

## ORDER

**NOW**, this 18th day of December, 2018, upon consideration of the Plaintiffs' Motion for Final Approval of Class Action Settlement and Certification of Settlement Class (Doc. No. 33) and after hearings September 5 and December 18, 2018, and the Findings of Fact and Conclusions of Law (Doc. No. 37), it is **ORDERED** that the motion is **GRANTED**.

**IT IS FURTHER ORDERED** as follows:

1. The Class Action Settlement Agreement entered into between the parties on August 9, 2018 (“Settlement Agreement”) is **APPROVED** as fair, reasonable and adequate.
2. The following Class is certified for settlement purposes only, pursuant to Fed. R. Civ. P. 23(a) and (b): the plaintiffs and all other persons who are or were participants, whether vested or non-vested, in or beneficiaries of the Retirement Plan for the Employees of Holy Redeemer Health System (the “Plan”).
3. The settlement claims of the Class Representatives and the Class Members are compromised, settled, released, remised, discharged, and dismissed as against Holy

Redeemer Health System d/b/a Holy Redeemer Hospital, and the Holy Redeemer Health System Pension Plan Committee (collectively “Holy Redeemer”) on the merits and with prejudice in accordance with the terms of the Settlement Agreement.

4. The Class Representatives and the Class Members and all persons claiming by or through them are **PERMANENTLY BARRED** and **ENJOINED** from instituting, commencing and/or prosecuting, directly or indirectly, any claim, suit or proceeding against Holy Redeemer with respect to any and all settled claims against the defendants.

5. Pursuant to the terms of the Settlement Agreement, Holy Redeemer will do the following:

a. Deposit a single contribution of one million six hundred thousand dollars (\$1,600,000.00) (“Settlement Funds”) into the Plan by December 31, 2018;

b. Maintain a funding policy in accordance with actuarial principles by a third party on an annual basis for a period of nine years until December 31, 2027;

c. Guarantee that the Plan has sufficient funds to pay Plan participants and their beneficiaries their benefits when they become due for a period of nine years until December 31, 2027; and

d. Make available, for a period of nine until December 31, 2027, to active employee Plan participants, electronically or otherwise, the current Plan summary and annual pension benefit statements showing their vested/non-vested account balances and interest.

6. Class Counsel is awarded \$237,500.00 in the aggregate for attorneys' fees, out-of-pocket expenses, and Class Representative awards to be paid directly by defendant Holy Redeemer and not from the Settlement Funds.

7. The Class Representatives are awarded from the Class Counsel award as follows:

- a. \$5,000.00 to Karen Snyder;
- b. \$5,000.00 to Cheryl Robinson-Kelly;
- c. \$5,000.00 to Barbara Frederici; and
- d. \$5,000.00 to Kimberly Niedrist.

8. The parties are directed to carry out their obligations under the Settlement Agreement in compliance with this Order.

9. This action is **DISMISSED WITH PREJUDICE**.

10. The Court retains jurisdiction over this action, the parties, and each of the Class Members for all matters relating to this action and the Settlement Agreement, including those matters relating to the interpretation, administration, implementation, effectuation, and/or enforcement of the Settlement Agreement and this Order.

11. **FINAL JUDGMENT** shall be entered pursuant to Federal Rule of Civil Procedure 58.

/s/ Timothy J. Savage  
TIMOTHY J. SAVAGE, J.